



## OFFEROR'S COPY

(Ref. 48 CFR 1)

	This solicitation can be downloaded from the following Internet site: <b>www.fbo.gov</b>
<b>Issuing Office:</b> <b>USFS Southwest Regional Office</b> <b>333 Broadway SE</b> <b>Albuquerque, NM 87102</b>	
<b>Offers Are Solicited For:</b>  Call-When-Needed Light Fixed Wing Aircraft Services	
<b>Solicitation No:</b> R3-10-1011 <b>Issue Date:</b> December 15, 2009	

**IMPORTANT – NOTICE TO OFFEROR**

Information and instructions for submission of offers are contained in the attached Solicitation as indicated below:

- [X] SF-1449, Solicitation for Commercial Items
- [X] Section E, Instructions to Offeror - Commercial Items (FAR 52.212-1) (Tailored/Addenda)
- [X] Section E, Offeror Representations and Certifications - Commercial Items (FAR 52.212-3)

Before mailing your offer, please recheck the following:

- Does your offer set forth full, accurate, and complete information as required by this solicitation including acknowledgement of any amendments that were issued?
- Have you rechecked your figures, including calculations on your worksheet? (See Section B)
- Have you completed the Offeror's Past Performance and Summary of Accidents? (See Section E)
- Have you received your Data Universal Numbering System (DUNS) Number and complied with the Central Contractor Registration requirements of FAR 52.212-1?
- Have you completed annual Representations and Certifications via on-line Representations and Certifications Application (ORCA) website at: <http://orca.bpn.gov> ?
- Have you completed, signed, and enclosed all required documents?

Offerors may call Peggy Toya for information about this solicitation at (505) 842-3122 or Rance Irwin at (505) 842-3112 or Tom French at (505) 842-3357 for technical questions about the specifications in this solicitation.

"The policy of the United States Department of Agriculture Forest Service prohibits discrimination on the basis of race, color, national origin, age, religion, sex, disability, family status, and/or political affiliation." Persons believing they have been discriminated against in any Forest Service related activity should write to: Chief, Forest Service, USDA, P. O. Box 96090, Washington, DC 20090-6090.

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**SECTION A**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NO.		PAGE 1 OF 65	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. R3-10-1011	
6. SOLICITATION ISSUE DATE December 15, 2009		7. FOR SOLICITATION INFORMATION CALL		a. NAME (Administrative) Peggy Toya (Technical) Rance Irwin or Thomas French		b. TELEPHONE NO. (No collect calls) (505) 842-3122 (505) 842-3112/3357	
8. OFFER DUE DATE/LOCAL TIME January 12, 2010 4:00 pm MST		9. ISSUED BY  USFS Southwest Regional Office 333 Broadway SE Albuquerque, NM 87102		CODE		10. THIS ACQUISITION <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE  <input type="checkbox"/> 8(A)  NAICS: 481212 SIZE STD: 1500	
11. DELIVERY FOR FOB UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO  CODE		16. ADMINISTERED BY Same as Blk 9		CODE	
17a. CONTRACTOR/CO OFFEROR  TELEPHONE NO. FACSIMILE NO. DUNS NO. VIN NO.		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  USFS Albuquerque Service Center Incident Business Branch/Contracts 101 B Sun Ave NE Albuquerque, NM 87109		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B (ATTACHED)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. (See <a href="http://www.acquisition.gov">www.acquisition.gov</a> for FAR Clauses in full text)							
28. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. <input type="checkbox"/> AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

## SECTION B SUPPLIES OR SERVICES

### B-1 Schedule of Items

This is a contract for fully operated and maintained light fixed wing aircraft services on a Call-When-Needed (CWN) basis. Aircraft shall meet the requirements of this schedule and the specifications included herein.

Awards will not be made for aircraft not considered suitable for the Government's need, or at costs determined to be unreasonable. Materially unbalanced offers/quotes between the base year and option years may be rejected.

**Note: Aircraft exceeding 6,000 pounds certified takeoff weight shall not include Federal Excise Fuel Tax**

AIRCRAFT				HOURLY RATES						
Item No.	N#	Make, Model, Year of Aircraft	Mission Codes <sup>/1</sup>	Flight Rate 2010	Flight Rate 2011	Flight Rate 2012	Ordered Standby Rate 2010	Ordered Standby Rate 2011	Ordered Standby Rate 2012	Add'l Pilot Rate
1.										
2.										
3.										
4.										
5.										
6.										
7.										

Note: List additional aircraft on separate sheet using same format

Quotes may reflect single or multiple mission codes

<sup>/1</sup> Mission Codes

A. Point-to Point	D. Resource Reconnaissance
B. Air Tactical	E. Other (i.e., Mountain Remote)
C. Fire Reconnaissance	

## SECTION B SUPPLIES OR SERVICES

### Offered Aircraft (Contractor to Complete this Chart)

Item No.	Empty Weight	HP	Fuel (1)	Fuel Type J = Jet A L = Low Lead	Maximum Certified Gross Weight	Equipment & Capacity Code (2)
1.						
2.						
3.						
4.						
5.						
6.						

(1) Fuel consumption expressed in gallons per hour at 65% power, at 5,000 feet MSL, at ISA, as stated in Aircraft Flight Manual.

(2) Use Key Below

#### Equipment Capacity Codes

A.	Single Engine – (# of seats: ____ ) Indicate on chart # of seats following the code. (i.e., <b>A 2</b> = single engine with 2 seats)
B.	Multi Engine – (# of seats: ____ ) Indicate on chart # of seats following the code (i.e., <b>B 4</b> = multi engine with 4 seats)
C.	Large Cargo Doors
D.	High Wing
E.	Low Wing
F.	Turbocharged
G.	Turboprop
H.	Jet
I.	Pressurized
J.	Non-Pressurized
K.	Oxygen
L.	Air Tactical Avionics Type 1
M.	Air Tactical Avionics Type 2
N.	Air Tactical Avionics Type 3
O.	Air Tactical Avionics Type 4
P.	Relief Pilot(s) Available
Q.	Infrared
R.	Automated Flight Following (AFF)
S.	Aerial Photography
T.	TCAS/TCAD
U.	Floats: 1. Amphibious 2. Straight
V.	Other

*Note: In pressurized and non-pressurized aircraft, Pilots shall meet 14 CFR Part 135 Oxygen Requirements.*

**SECTION B**  
**SUPPLIES OR SERVICES**





**SECTION B**  
**SUPPLIES OR SERVICES**

**B-6      Selected Additional Avionics Requirements**

The following additional items may be required to meet local needs. When the option block ( ) is checked, the operator shall install and maintain the checked equipment. If an item is checked and already is a required item, then the checked item is an additional requirement.

- (X)    A panel mounted GPS in lieu of a handheld GPS
- (X)    Panel mounted FM radio(s) in twin engine aircraft offered for air tactical use

**B-7      Additional Information to be submitted by the Offeror/Quoter (See Section E)**

## SECTION C

### DESCRIPTION/SPECIFICATIONS/EXHIBITS

#### C-1 Scope of Contract

- A. The intent of this solicitation and any resultant Contract is to obtain services on a CWN basis of light fixed wing aircraft fully operated by qualified personnel and equipped to meet specifications for use in administration and protection of Public Lands.
- B. The aircraft furnished may be used for fire support, project, law enforcement, and administrative flights. If the Contractor agrees to perform law enforcement flights, such agreement shall be in writing.
- C. The Government has Interagency and cooperative agreements with Federal and State Agencies and private landholders. Aircraft may be dispatched under this contract for such use.

#### C-2 General Certifications

- A. Contractors shall hold a current Federal Aviation Administration (FAA) Air Carrier or Operating Certificate. Aircraft offered shall be listed by make, model, series, and registration number on the Operators 135 Certificate.
- B. Aircraft shall conform to its approved type design, be maintained and operated in accordance with the requirements of the 14 CFR 135 notwithstanding the aviation regulations of the States in which the aircraft may operate except those requirements specifically waived by the CO.

#### C-3 Government Furnished Property

If Government Furnished Property (GFP) is provided, the Contractor shall be required to sign a property receipt document. Upon Government request, GFP shall be returned to the Government in accordance with FAR Clause 52.245-1, Government Property (Jun 2007).

#### C-4 Aircraft Requirements

- A. Aircraft Performance Requirements.
  - 1. Single engine airplanes shall have a power loading of not more than 13.5 pounds per horse power.
  - 2. Multi engine airplanes shall be capable of at least 200 horse power; per engine; any engine developing less than 240 horse power shall be turbo/super charged.
  - 3. Each takeoff shall meet aircraft climb performance requirements of 14 CFR.
- B. Aircraft condition and equipment. The aircraft shall be in airworthy condition throughout the performance period. All equipment required for original certification shall be installed and operable or be deferrable by an FAA approved Minimum Equipment List (MEL).
  - 1. All aircraft furnished under this contract shall be operable, free of damage, and in good working order. Aircraft systems and components shall be free of leaks, except within limitations specified by the manufacturer.
  - 2. The aircraft interior shall be clean and neat. There shall be no un-repaired tears, rips, cracks, or other damage to the interior. All interior materials shall meet FAA standards.

## SECTION C

### DESCRIPTION/SPECIFICATIONS/EXHIBITS

3. The aircraft exterior finish, including the paint, shall be clean, neat, and in good condition (i.e., no severe fading or large areas of flaking or missing paint etc.) Military or other low visibility paint schemes are unacceptable. Any corrosion shall be within manufacturer or FAA acceptable limits.
4. All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion, or repairs, which hinder visibility. Repairs such as safety wire lacing and stop drilling of cracks are not acceptable as permanent repairs. Prior to acceptance, all temporarily repaired windows and windshields shall have permanent repairs completed or shall be replaced.
5. Fire extinguishers, as required by 14 CFR 135.155, shall be hand-held bottle(s), with a minimum of 1.5 lbs capacity and 2-B:C rating. Fire Extinguishers shall be maintained in accordance with current NFPA 10 standards and mounted with a quick release attachment accessible to the flight crew while seated.
6. Each aircraft shall carry current copies of the following:
  - a. Contract and all modifications.
  - b. DOT Special Permit and the Interagency Aviation Transport of Hazardous Materials Handbook/Guide (NFES 1068) (if required)
  - c. Current Aeronautical charts covering area of operation
  - d. Other (as requested)
7. Flight Hour Meter. Each aircraft shall be equipped with a flight hour meter, installed in a location observable by the pilot and front seat observer while seated. The meter shall measure actual flight time from takeoff to landing in hours and tenths.
8. Cargo Restraint. The Contractor shall furnish tie downs, net(s), or cargo straps meeting requirements of 14 CFR to restrain cargo while in flight.
9. Safety Belts. The aircraft furnished under this contract shall have safety belts for all occupants and shoulder harnesses for front seat occupants meeting requirements of 14 CFR. The shoulder strap and lap belt shall fasten with a metal to metal single point quick release mechanism. Military style harnesses are acceptable. All occupants shall meet the above requirements during takeoffs and landings, when flying within 1,000 feet of the ground, and at other times as specified by the Pilot.

Lap belt and shoulder harness condition. The following are NOT acceptable:

- a. Webbing. Webbing that is frayed 5 percent or more, torn webbing, crushed webbing, swelled webbing that results in twice the thickness of original web, or if difficult to operate through hardware, creased webbing (no structural damage allowed), and sun deterioration if it results in severe fading, brittleness, discoloration, and stiffness.
- b. Hardware. Buckle or other hardware is inoperable, nylon bushing at shoulder harness-to-lap belt connection missing or damaged, fabricated bushings or tie wraps used as bushings, rust/corrosion if not minor in nature, wear beyond normal use.
- c. Stitches. Broken or missing stitches, severe fading or discoloring, inconsistent stitch pattern.
- d. TSO Tags (see 14 CFR 21.607). Missing or illegible tags are unacceptable unless inspection can confirm the suitability of installed equipment.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

- e. Age. Belts/fabric over 10 years from date of manufacture require close inspection because of the elements they are exposed to, but do not have to be replaced if it can be determined they are in serviceable condition and not life limited.

10. First Aid Kit (Aeronautical). First aid kit shall be in a dust-proof and moisture-proof container. The kit shall be readily accessible to the Pilot and passengers. At a minimum, the contents shall include the following items:

Item Description	Quantity
Adhesive bandage strips (3 inches long)	8
Antiseptic or alcohol wipes (packets)	10
Bandage compresses, (4 inches)	4
Triangular bandage compresses, 40 inch (sling)	2
Roller bandage, 4 inch x 5 yards (gauze)	2
Adhesive tape, 1 inch x 5 yards (standard roll)	1
Bandage scissors	1
Body Fluids Barrier Kit:	1
2-pair of non-latex surgical gloves	
1-face shield	
1-mouth-to-mouth barrier	
1-protective gown	
2-antiseptic towelettes	
1-biohazard disposal bag	

**Note:** Splints are recommended if space permits.

## SECTION C

### DESCRIPTION/SPECIFICATIONS/EXHIBITS

11. Survival Kit. All aircraft shall have sufficient equipment to sustain personnel for a 24-hour period. As a minimum, the survival kit shall include the following:

Knife	Signal Mirror
Aviation-type Signal Flares (6-each)	Matches (2-small boxes in waterproof containers)
Space Blanket (1-per occupant)	Water (1-quart per occupant – not required when operating over areas with adequate drinking water)
Food (2-days emergency rations per occupant)	Candles
Collapsible Water Bag	Whistle
Magnesium Fire Starter	Nylon Rope or Parachute Cord (50 feet)

Suggested additional survival kit items (appropriate to the geographic area.)

Container w/carrying Handle or Straps	Individual First Aid Kit
Large Plastic Bags	Signal Panels
Flashlight with Spare Batteries	Hand Saw or Wire Saw
Collapsible Shovel	Sleeping Bag (1-per two occupants)
Survival Manual	Snowshoes
Insect Repellant	Axe or Hatchet
Insect Head net (1-per occupant)	Gill Net/Assorted Fishing Tackle
Personal ELT	Sunscreen

**Note:** A hand-held 760 channel VHF transceiver radio or satellite phone is recommended. It should be located on a crewmember.

## SECTION C

### DESCRIPTION/SPECIFICATIONS/EXHIBITS

#### **C-5 Aircraft Maintenance**

- A. All aircraft shall be maintained to 14 CFR Part 43, 91, and 135 standards. The Contractor shall provide or arrange for sufficient maintenance capability to keep the aircraft in airworthy condition.
- B. The Contractor shall identify the maintenance facilities and/or maintenance personnel used to fulfill the requirements of this contract.
- C. Aircraft operated with components and accessories on approved Time Between Overhaul (TBO) extension programs are acceptable, provided the Contractor who provides the aircraft is the holder of the approved extension authorization (not the owner if the aircraft is leased), and shall operate in accordance with the extension.
- D. Compliance with applicable mandatory manufacturer's service bulletins, alert service bulletins, and safety of flight bulletins as required by FAA Operations Specifications; FAA Airworthiness Directives (AD), and the correction of maintenance deficiencies shall be accomplished prior to delivery and continue during contract period of performance.
- E. All maintenance shall be accomplished in accordance with the standards established by 14 CFR Part 135; Advisory Circular (AC) 43.13, and the manufacturer's instructions and in accordance with those procedures established in the Contractor's maintenance program approved under 14 CFR Part 135 Operations Specifications.
- F. A copy of the current maintenance record required by 14 CFR 91.417 shall be kept at the Principle Base of Operations or maintenance facility.
- G. A test flight shall be performed at the Contractor's expense following overhaul, repair, and replacement of any engine (installations of reciprocating engines that are new, rebuilt, or overhauled shall accumulate 3-hours of operation, including 2 hours in flight, prior to Government use), power train, or control equipment, and following any adjustment of the flight control systems before the aircraft resumes service under this contract. The result of any test flight shall be logged in the aircraft flight records by the Pilot. Results of test flights shall be reported to the U.S. Forest Service Aircraft Maintenance Inspector (AMI) before the aircraft is returned to contract availability.
- H. When any non-scheduled maintenance or repairs are performed due to mechanical or equipment deficiencies, an AMI and the Contracting Officer (CO) shall be notified for "return to contract available" status, before the aircraft performs under the contract.
- I. The Interagency Airplane Data Record Card or Point-to-Point Aircraft Data Card shall be posted inside the aircraft.
- J. The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft in accordance with the manufacturer's requirements and configured in accordance with the contract specifications, as proposed. Additional weighing criteria:
  - (1) The weighing shall be accomplished by the Contractor or their agent.
  - (2) All weighing of aircraft shall be performed on scales that have been certified as accurate within the previous one (1) year. The certifying entity may be any accredited weights and measures laboratory using standards traceable to the National Institute of Standards and Technology (NIST). The scales shall be listed by make, model and calibration date in the aircraft's weight and balance documentation.

## SECTION C

### DESCRIPTION/SPECIFICATIONS/EXHIBITS

- (3) Weighing shall be performed following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

#### C-6 Aircraft and Equipment Security

- A. The security of Contractor provided aircraft and equipment is the responsibility of the Contractor.
- B. Aircraft shall be electrically and/or mechanically disabled by two independent security systems whenever the aircraft is unattended. Deactivating security systems shall be incorporated into preflight checklists to prevent accidental damage to the aircraft or interfere with safety of flight.
- C. Examples of Unacceptable disabling systems are:
1. Locked door/windows; and/or
  2. Fenced parking areas.

#### C-7 Avionics Requirements

Required avionics systems and Contractor offered avionics/communication equipment shall meet the performance specifications as specified in FS/AMD A-24 at: [www.fs.fed.us/fire/niicd/documents.html](http://www.fs.fed.us/fire/niicd/documents.html)

#### C-8 Furnished Avionics Systems

The following required avionics systems shall be furnished, installed, and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards. Point-to-point flights require no additional avionics systems other than those required by 14 CFR Part 135. Aircraft operating to or from airfields or airstrips designated as Category 4 and are not otherwise conducting special use flights must meet the requirements of B. 5 and 6 below. Special Use flights require the following avionics systems dependent upon the type of mission flown (Resource Reconnaissance, Fire Reconnaissance, or Air Tactical) in addition to those requirements specified in 14 CFR Part 135.

- A. Aircraft Avionics. The use of VHF-FM mobile (vehicle type) radios in aircraft is prohibited.
- B. Resource Reconnaissance and Fire Reconnaissance Aircraft shall meet all of the following:
1. An ELT.
  2. An aeronautical VHF-AM radio transceiver.
  3. Instruments and lighting for 14 CFR Part 135 night VFR operations (135.159 & 135.161).
  4. A GPS Unit.
  5. An Automated Flight Following (AFF) system.
  - and**
  6. *For Resource reconnaissance missions:*  
**either**  
 One (minimum) VHF-FM Aeronautical Antenna. The Government (i.e., dispatching office) would furnish one portable VHF-FM radio with a female BNC to appropriate radio antenna adapter (Pomona 3837 (some marked POMONA4160) or equivalent).  
**or the following three (3) items.**
    - a. An Audio Control System.
    - b. An aeronautical VHF-FM radio transceiver.
    - c. An Intercommunications System.

## SECTION C DESCRIPTION/SPECIFICATIONS/EXHIBITS

7. For Fire Reconnaissance missions:

***either***

Two (minimum) VHF-FM Aeronautical Antennas. The Government (i.e., dispatching office) would furnish two (2) portable VHF-FM radios with female BNC to appropriate radio antenna adapters (Pomona 3837 (some marked POMONA4160) or equivalent). Fire Reconnaissance aircraft shall have a dedicated guard receiver. The first portable radio would be for tactical use while the second shall be solely used for Air Guard.

***or the following three (3) items***

- a. An Audio Control System.
- b. An aeronautical VHF-FM radio transceiver.
- c. An Intercommunications System.

- C. Air Tactical Aircraft. Air Tactical aircraft shall meet all the following (as required by Type):

1. All Air Tactical Types:

- a. ELT.
- b. Two aeronautical VHF-AM radio transceivers.
- c. Instruments and lighting for 14 CFR Part 135 night VFR operations (135.159 & 135.161).
- d. A Transponder, Altitude Encoder and Static Systems.
- e. An Automated Flight Following (AFF) system.

**Note:** *Regardless of available aircraft equipment or capabilities, Supplemental Air Attack Kit installations in any Type shall not elevate the aircraft's capability beyond that Type for which the aircraft would normally be carded, if the supplemental radio kit were removed.*

**Note:** *If an approved TCAS/TCAD is furnished, the aircraft shall be identified as a "Type I with TCAS/TCAD" or a "Type II with TCAS/TCAD".*

2. Type I:

- a. A panel mounted GPS.
  - b. Separate audio control systems for the Pilot and Co-Pilot/ATGS.
  - c. A set of audio/mic jacks with PTT capability in the rear seat for an ATGS instructor connected to the Co-Pilot/ATGS's audio control system. A separate audio control system for the instructor is acceptable.
  - d. Two permanently installed aeronautical VHF-FM radio transceivers.
  - e. An Intercommunication system
- and either***
- f. Provisions for an Auxiliary VHF-FM Portable Radio.
- or***
- g. A third aeronautical VHF-FM radio transceiver.



## SECTION C DESCRIPTION/SPECIFICATIONS/EXHIBITS

3. Type II:
  - a. A panel mounted GPS.
  - b. Separate audio control systems for the Pilot and Co-Pilot/ATGS.
  - c. A set of audio/mic jacks with PTT capability in the rear seat for an ATGS instructor connected to the Co-Pilot/ATGS's audio control system. A separate audio control system for the instructor is acceptable.
  - d. One permanently installed aeronautical VHF-FM radio transceiver.
  - e. An Intercommunication system  
**and either**
  - f. Provisions for an Auxiliary VHF-FM Portable Radio.  
**or**
  - g. A second aeronautical VHF-FM radio transceiver.
4. Type III:
  - a. A GPS unit.
  - b. An Audio Control System.
  - c. A permanently installed aeronautical VHF-FM radio transceiver.
  - d. An Intercommunications System.
5. Type IV:
  - a. A GPS unit.
  - b. An Audio Control System.
  - c. Two VHF-FM aeronautical antennas.
  - d. An Accessory Power Source.
  - e. The floor space between the Pilot and Co-Pilot/observer seats shall be free of all obstructions for Supplemental Air Attack kit installation.

**Note:** *If the Contractor provides an approved Supplemental Air Attack Kit, the aircraft shall be identified as a "Type IV with Radio Kit".*

### D. Specifications

All required avionics systems shall be furnished, installed, and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards of this section.

1. Accessory Power Source. A power connector (MS3112E12-3S) protected by a 10 amp circuit breaker directly connected to the avionics or aircraft power buss. The connector shall be permanently mounted in a location convenient to the Co-Pilot/observer. Pin A shall be +24 VDC in 24 volt aircraft, Pin B shall be aircraft ground, and Pin C shall be +12 VDC in 12 VDC aircraft. NEVER apply power to both Pins A and C simultaneously. See FS/AMD-A16 available at: <http://www.fs.fed.us/fire/niicd/documents.html>
2. COMMUNICATION SYSTEMS
  - a. Emergency Locator Transmitter (ELT).

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### DESCRIPTION/SPECIFICATIONS/EXHIBITS

One automatic-portable/automatic-fixed or automatic-fixed ELT utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f.), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location. ELTs certified under TSO-91 are not acceptable.

**Note:** *ELTs operating on 121.5 MHz, 406 MHz or both frequencies are acceptable.*

b. VHF-AM Transceivers

One panel mounted VHF-AM aeronautical transceiver (VHF-1), operating in the frequency band of 118.000 to 136.975 MHz, with a minimum of 760-channels in no greater than 25 kHz increments, and a minimum of 5-watts carrier output power.

c. VHF-FM Transceivers

- (1) One P25 Digital aeronautical VHF-FM radio transceiver (FM-1). The transceiver shall operate from 150 to 174 MHz, permit the operator to program any usable frequency within that band while in flight, provide operator selection of both wide-band (25 kHz bandwidth/5 kHz modulation) and narrow-band (12.5 kHz bandwidth/2.5 kHz modulation) in addition to P25 Digital operation by channel for MAIN and GUARD operation. Transceivers shall be set to operate in the narrowband mode (typically indicated with a lower case "n") unless local conditions dictate otherwise. Approved P25 digital radios are listed at: [www.fs.fed.us/fire/niicd/documents.html](http://www.fs.fed.us/fire/niicd/documents.html).
- (2) Carrier output power shall be 6 - 10 watts nominal. The transceiver shall be capable of displaying receiver and transmitter operating frequency. Transceivers shall provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD (168.6250 MHz) is required. Scanning of AIR GUARD is not acceptable. AIR GUARD communications may only be used for: emergencies; initial call; recall; and redirection.
- (3) A CTCSS sub-audible tone encoder with a minimum of 32 standards selectable tones, meeting the current TIA/EIA-603 standard, shall interface with the above transceiver. The encoder shall encode a 110.9 Hz tone on all GUARD transmissions.
- (4) The transceiver's operational controls shall be mounted in a location that is convenient to both Pilot and observer.
- (5) Aircraft having two or more aeronautical VHF-FM radio transceivers need only have a GUARD receiver in the first transceiver (FM-1).
- (6) The following multimode (P25) digital aeronautical VHF-FM transceivers are known to be acceptable.

Techniconic Industries  
Northern Airborne Technology

TDFM-136  
NPX 136D

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- (7) All VHF-FM transceivers (aeronautical, mobile, and portable) furnished to meet the requirements of this contract shall be multimode (P25) digital. Only P25 compliant transceivers will be acceptable. Multimode (P25) digital aeronautical VHF-FM transceivers shall meet FS/AMD A-19. The requirements can be found at: [www.fs.fed.us/fire/niicd/documents.html](http://www.fs.fed.us/fire/niicd/documents.html).
- (8) All P25 digital radios will operated with current software as listed on [www.fs.fed.us/fire/niicd/Hotsheet/Hotsheet.html](http://www.fs.fed.us/fire/niicd/Hotsheet/Hotsheet.html). Software versions identified on this website by October 1<sup>st</sup> will be acceptable for the following year. The only exception is more up-to-date software versions as released by the manufacturer. P25 digital radios without a software version listing will be upgraded to the current version within six months of release by the manufacturer. As an example, Technisonic releases a new software version for their TDFM-136 radio on August 1<sup>st</sup>. The above website lists this new software version on September 15<sup>th</sup>. Therefore, all TDFM-136 radios must operate with this new software by January 1<sup>st</sup>. However, if the website did not list this new software until October 10<sup>th</sup>, the software would not be required until the end of the following year.

d. Provisions for auxiliary VHF-FM (AUX-FM) portable radio:

- (1) The Contractor shall provide the necessary interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control system(s). The interface shall consist of the appropriate wiring from the audio control system, terminate in an MS3112E12-10S type connector and utilizing the contact assignments as specified by drawing FS/AMD-17 ; AUX-FM RADIO INTERFACE, at the following website:  
[www.fs.fed.us/fire/niicd/documents.html](http://www.fs.fed.us/fire/niicd/documents.html)
- (2) One weatherproof, external, broadband antenna (Comant type CI-177 or equal) covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector adjacent to the 10-pin connector.
- (3) Mounting facilities, in accordance with the specifications of FAA Advisory Circular AC 43.13-2A, for secure installation of the auxiliary VHF-FM portable radio in the cockpit shall be provided (Field Support Services ([www.helifire.com](http://www.helifire.com)) AUX-EPH-RB or equivalent). The location of the mounting facilities shall be such that, when connected with an 18-inch adapter cable, allows the Co-Pilot/observer full and unrestricted movement of the radio's controls.
- (4) Positive-polarity microphone excitation voltage shall be provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor shall be provided to prevent the portable radio microphone excitation voltage from entering the system. Sidetone for the AUX-FM shall also be provided (NAT AA34, Premier PA-34, or equivalent).
- (5) In lieu of the above AUX-FM requirements, the Contractor may substitute one aeronautical VHF-FM transceiver (FM-2) which meets the same requirements as FM-1 unless the second aeronautical VHF-FM radio transceiver (FM-2) is specifically required. When two aeronautical VHF-FM radio transceivers are required the AUX-FM is also required.

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e. Automated Flight Following (AFF)

- (1) One Automated Flight Following (AFF) system compatible with the government's AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The Contractor shall ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements refer to <https://www.aff.gov>.
- (2) The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: Satellite communications, an internally or externally mounted antenna, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Antennas should be placed in order to allow the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer required pilot display(s) or control(s) shall be visible/selectable by the Pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.
- (3) AFF communications shall be fully operational in the lower 48 states. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada shall have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.
- (4) The Contractor shall maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval shall be every two minutes while the aircraft is in flight. The Contractor shall register their AFF equipment with the Fire Applications Help Desk (FAHD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor shall contact the FAHD making the appropriate changes prior to aircraft use. In all cases, the Contractor shall ensure that the correct aircraft information is indicated within Webtracker. The Contractor shall contact the FAHD of system changes, scheduled maintenance, and planned service outages.
- (5) Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FAHD can be reached at (800) 253-5559 or (208) 387-5290.

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- (6) Prior to the aircraft's annual Contract inspection, the Contractor shall ensure compliance with all AFF systems requirements. The Contractor shall additionally perform an operational check of the system. As a minimum, the operational check shall consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password is required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FAHD.
  - (7) This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contract.asp> with the same force and effect as if they were presented as full text herein.
- f. VHF-FM Aeronautical Antenna. A broadband aeronautical antenna (Comant CI-177 or equivalent) operating from 150 to 174 MHz with coaxial cable (RG-58 A/U or better) terminated on a male BNC connector. The antenna cable in the cabin shall have the ability to connect to a unit mounted between the Pilot and Co-Pilot/observer's seats plus 4 feet (minimum). Antenna VSWR shall be better than 2.5 to 1.
- g. Supplemental Air Attack Kits. See the appropriate Specification sections in this contract for specification requirements. Any supplemental Air Attack kit shall consist of all the following (as a minimum):
- (1) One aeronautical VHF-FM radio transceiver.
  - (2) One Auxiliary VHF-FM (AUX-FM) portable radio interface. Provisions under the AUX-FM specifications for a VHF-FM antenna are not applicable.
  - (3) Separate audio control systems for the Pilot and Co-Pilot/ATGS. The first control position shall be for the aircraft's audio control system followed by the supplemental Air Attack kit's transceivers (i.e. A/C, FM1, FM2, AUX, etc.).
  - (4) A remote set of audio/mic (JJ-034/JJ-033) jacks with PTT capability and a volume adjustment in the rear of the kit for an ATGS instructor connected to the Co-Pilot/ATGS's audio control system. A separate audio control system for the instructor is acceptable.
  - (5) An intercommunication system supporting all required positions.
  - (6) A power cord terminated with an MS3116F12-3P connector wired to mate with an Accessory Power Source connector. The supplemental Air Attack kit shall be able to operate on both +12 VDC and +24 VDC, although not simultaneously.
  - (7) Audio (PJ-055) and Mic (PJ-068) type plugs for connection to an aircraft's audio system. The mic plug shall be capable of PTT operation.
  - (8) The Pilot and Co-Pilot/ATGS's mic jacks (JJ-033) shall have PTT capability.
  - (9) Bulkhead mounted female BNC connectors on the side of the kit for the VHF-FM aeronautical radio antenna connection(s).

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- (10) Newly constructed supplemental radio kits shall meet applicable portions of 14 CFR 23.853 and 23.855 for interior and cargo compartment flame survivability.
- (11) A means of securing the supplemental radio kit, while in flight, meeting FAA Advisory Circular AC 43.13-2A.
- h. UHF aeronautical transceiver (UHF) operating in the frequency range of 406 to 512 MHz, which provides selection of either narrow-band (12.5 kHz) or wide-band (25.0 kHz) channel spacing operation on each channel. The transceiver shall meet applicable specifications provided in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit <http://www.fs.fed.us/fire/niicd/documents.html>
- i. VHF Low Band aeronautical transceiver (LB) operating in the frequency range of 32 to 50 MHz, with channel spacing of 20 kHz. The transceiver shall meet applicable specifications provided in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit <http://www.fs.fed.us/fire/niicd/documents.html>
- j. UHF Aeronautical Antenna. A broadband aeronautical antenna (Comant CI-275 or equivalent) operating from 406 to 512 MHz with coaxial cable (RG-58 A/U or better) terminated on a male BNC connector. The antenna cable in the cabin shall have the ability to connect to a unit mounted between the Pilot and Co-Pilot/observer's seats plus 4 feet (minimum). Antenna VSWR shall be better than 2.5 to 1.
- k. Low Band Aeronautical Antenna. A broadband aeronautical antenna (Dayton-Granger 720061 or equivalent) operating from 32 to 50 MHz with coaxial cable (RG-58 A/U or better) terminated on a male BNC connector. The antenna cable in the cabin shall have the ability to connect to a unit mounted between the Pilot and Co-Pilot/observer's seats plus 4 feet (minimum). Antenna VSWR shall be better than 2.5 to 1.
- 3. NAVIGATION SYSTEMS
  - a. Global Positioning System (GPS).  
  
One panel-mounted GPS shall be permanently installed in the aircraft. The GPS shall: utilize WGS-84 datum; reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS unit shall have the ability for manual entry of waypoints in flight. The GPS shall have a data base (VFR and in route units not over one (1) year old and IFR approach units not over 28 days old) covering the continental United States and Alaska.
  - b. Transponder and Altitude Encoder.  
  
An ATC transponder and altitude reporting system meeting the requirements of 14 CFR 91.215(a) and (b) and tested and inspected per 14 CFR 91.413.

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c. Static Systems.

Although the aircraft to be provided may not be certified for IFR flight, the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system shall be maintained in accordance with the IFR requirements of 14 CFR 91.411 and inspected and tested every 24 calendar months as specified by 14 CFR Part 43, appendices E and F.

4. AUDIO CONTROL SYSTEM(S)

a. General.

The audio control system shall provide the specified operator(s) with controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs.

b. Transmitter selection and operation.

Transmitter selection controls shall be provided to the specified operator(s) for microphone/PTT inputs. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter sidetone audio shall be provided for the operator as well as for cross-monitoring via the corresponding receiver selection switch on other audio control systems (if required). Multiple audio control systems shall be configured so that the operators may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT.

c. Receiver selection and operation.

Reconnaissance aircraft shall have a receiver audio selector(s) for all required receivers. Air Tactical aircraft shall have separate receiver selection controls providing the required operator's audio from one or any combination of all required receivers. Any passenger positions, if required, shall monitor the receiver(s) as selected by the Pilot (single system) or Co-Pilot/observer's (multiple systems) audio control panel. The instructor, if required, shall monitor the receiver's as selected by the Co-Pilot/observer's audio control panel unless the instructor's position has/requires a separate audio control panel. Performance specifications for receiver audio to all earphone connectors are specified in, FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. See <http://www.fs.fed.us/fire/nicd/documents.html>

d. Radios and Systems.

As a minimum, the audio control system(s) shall provide for selection of all installed radios and PA systems. The instructor's audio control, if required, does not have to receive NAV inputs.

e. Earphones and microphones.

The audio system shall be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones. All earphone jacks in the aircraft shall be JJ-034 type and all microphone jacks shall be JJ-033 type. Jack pairs shall not be separated by more than 4 inches.



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f. Push-to-talk (PTT) operation.

- (1) Separate transceiver PTT switches shall be provided for each required operator (i.e. Pilot, Co-Pilot/observer, and instructor). PTT switches for non-Pilots shall not be located on the flight controls.
- (2) Desired item (not required): For Type I, II, and III Air Tactical aircraft, it is desired that, in addition to the above PTT switches, the ATGS/Co-Pilot position have PTT switches located on a coiled 3 foot handheld cord with large clip (Comm Innovations CIX016VG0K3-6P or equivalent) mounted adjacent to the ATGS/Co-Pilot earphone/microphone jacks. The coiled cord shall use a 6 pin MS3116A10-6P type connector with pin assignments of: Pin A-Audio Lo, pin B-Mic Hi, pin C-Mic Lo, pin D-Audio Hi, pin E-Transceiver PTT, pin F-ICS PTT. In lieu of the above 3 foot cord, the Contractor may provide a remote controller with individual transceiver PTT & ICS PTT on a coiled cord.
- (3) Aircraft requiring a supplemental radio kit shall have a JJ-033 type jack, located in the cockpit by the Pilot or Co-Pilot/observer, capable of remotely operating PTT on installed aircraft transceivers via the transmitter selector on the Pilot's audio control panel. The JJ-033 type jack shall not be separated by more than 4 inches from a JJ-034 jack operating through the same audio control panel.

5. INTERCOMMUNICATION SYSTEM (ICS)

Ability for all required positions to communicate using JJ-033 and JJ-34 type jacks for headsets. Hot mic controlled via an activation switch or voice activation (VOX) shall be provided. ICS audio shall mix with, but not mute, selected receiver audio. An ICS audio level control shall be provided. ICS sidetone audio shall be provided for the earphones corresponding with the microphone in use. The Pilot shall have an ICS isolation capability. Performance specifications for the ICS system are specified in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit <http://www.fs.fed.us/fire/niicd/documents.html>

## C-9 AVIONICS INSTALLATION AND MAINTENANCE STANDARDS

- A. All avionics systems used in or on the aircraft for this contract and their installation and maintenance shall comply with all manufacturers' specifications and applicable Federal Aviation Regulations contained within 14 CFR.
- B. Strict adherence to the recommendations in FAA AC 43.13-1B Chapter 11, "Aircraft Electrical Systems", and Chapter 12, "Aircraft Avionics Systems", as well as AC 43.13-2A Chapter 1, "Structural Data", Chapter 2, "Radio Installation", and Chapter 3, "Antenna Installation", is required.
- C. Antennas shall be polarized as required by the avionics system and have a VSWR less than 2.5 to 1.
- D. All avionics systems requiring an antenna shall be installed with a properly matched aircraft-certified, broadband antenna unless otherwise specified.
- E. Required avionics systems and Contractor offered avionics/communication equipment shall meet the performance specifications as specified in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit <http://www.fs.fed.us/fire/niicd/documents.html>
- F. Labeling and marking of all avionics controls and equipment shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.



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- G. Avionics equipment mounting location and installation shall not interfere with crew or passenger safety, space, and comfort. Avionics equipment will not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse shall be protected.

#### **C-10 Operations**

##### **A. General**

1. Regardless of any status as a public aircraft operation, the Contractor shall operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR 39, 43, 61, 91, 135 (including those portions applicable to civil aircraft) and each certification required under this Contract unless otherwise authorized by the CO.
2. A Government Representative, Aviation Manager or Flight Manager may inspect the Pilot's Interagency Airplane Pilot Qualification Card for currency before any flight. The Flight Manager has mission control and can delay, terminate, or cancel a flight at any time.

##### **B. Pilot Authority and Responsibilities**

1. The Pilot-In-Command (PIC) is responsible for the safety of the aircraft, loading and unloading of occupants and cargo. The Pilot shall comply with the directions of the Government, except when in the Pilot's judgment compliance will be a violation of applicable federal or state regulations or contract provisions. The Pilot has final authority to determine whether the flight can be accomplished safely and shall refuse any flight or landing which is considered hazardous or unsafe.
2. The PIC is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations.
3. A takeoff performance briefing shall be conducted daily and will contain the following elements based on the forecasted worst case environmental conditions:
  - a. Takeoff distance required vs. runway available.
  - b. Climb performance to include single engine if operating a multi-engine aircraft.
  - c. A subsequent takeoff performance briefing will be conducted if during the day a takeoff is performed from an airport with a higher density altitude than originally planned.

Under no circumstances will a takeoff be attempted if existing environment conditions at takeoff cannot be accurately addressed in the Aircraft Flight Manual (AFM) or Pilots Operating Handbook (POH).

4. Equipment such as radios, survival gear, fire tools, etc., shall be located in or on the aircraft in such a manner as to potentially not cause damage, injury, or obstruct the operation of equipment or personnel.
5. Pilots will use an approved 14 CFR 135 cockpit checklist for all flight operations.
6. Single Engine Aircraft shall not operate in known instrument meteorological conditions (IMC).

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7. Cell Phone Use. Cell phone use is prohibited within 50 feet of the aircraft during fueling operations.
8. Smoking is prohibited within 50-feet of fuel servicing vehicle, fueling equipment, or aircraft.
9. Aircraft Engine(s):
  - a. Prior to passenger or cargo loading/unloading, all engines shall be shut down, and all propellers shall have ceased rotation.
  - b. Aircraft shall not be refueled while engines are running, propellers turning, or with passengers on board.
  - c. The PIC shall not leave the cockpit of an aircraft unattended while the engine(s) is running.
10. Night Flying/Operations. Only multi-engine aircraft are approved for transporting passengers and/or cargo at night. Pilots flying night missions shall not land at an airport unless it meets Federal Aviation Administration (FAA) airport lighting standards.
  - a. Notwithstanding the FAA definition of night in 14 CFR Part 1, Sec 1.1; for ordered flight missions that are performed under the contract, night shall mean: 30 minutes after official sunset to 30-minutes before official sunrise, based on local time of appropriate sunrise/sunset tables nearest to the planned destination.
  - b. Single engine aircraft flights at night are authorized only for ferry and cargo carrying missions at the Contractor's option and in accordance with 14 CFR 91.
11. The Pilot shall not permit any passenger in the aircraft or any cargo to be loaded unless authorized by the CO.
12. Passenger Briefing

Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135 including (as applicable): **(Note: Pilots shall refer to Five Steps to a Safe Flight card (FS 5700-16/AMD-103))**

  - a. Use of seat belts and/or shoulder harness
  - b. Ingress/Egress procedures
  - c. Emergency Locator Transmitter (ELT)
  - d. Oxygen system
  - e. No smoking within 50-feet of the aircraft
  - f. First Aid Kit
  - g. Survival Kit
  - h. Personal Protective Equipment
  - i. Location and use of Fire Extinguisher

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- j. Takeoff and climb performance

#### 13. Flight Plans

The PIC shall file, open, and operate on a FAA, ICAO, or a USDA-FS approved flight plan for all flights. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.

#### 14. Flight Following

The PIC is responsible for flight following with the FAA, ICAO, or in accordance with USDA-FS approved flight following procedures including Automated Flight Following (AFF).

#### 15. Manifesting

Prior to any takeoff, the PIC shall provide the appropriate USDA-FS dispatch office/coordination center with current passenger and cargo information.

#### 16. Transportation of Hazardous Material (HazMat)

- a. Aircraft may be required to carry hazardous materials in accordance with 49 CFR. Such transportation shall be in accordance with DOT Special Permit and the Interagency Aviation Transport of Hazardous Materials Handbook/Guide (NFES 1068). A copy of the current exemption and handbook/guide and emergency response guide shall be aboard each aircraft operating under the provisions of this exemption.
- b. It is the Contractor's responsibility to ensure that Contractor employees who may perform a function subject to this special permit receive training on the requirements and conditions of this handbook/guide. Documentation of this training shall be retained by the company in the employee's records and made available to the Government as required.
- c. The Pilot shall ensure personnel are briefed of specific actions required in the event of an emergency. The Pilot shall be given initial written notification of the type, quantity, and the location of hazardous materials placed aboard the aircraft before the start of any project. Thereafter, verbal notification before each flight is acceptable. For operations where the type and quantity of the materials do not change, repeated notification is not required.
- d. It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials in accordance with 49 CFR 172.

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#### C-11 Personnel

Pilot Experience Requirements. The PIC shall hold a currently valid FAA commercial or higher Pilot certificate with current instrument rating. In addition, the Pilot shall also have logged flight time as PIC in fixed-wing aircraft of at least the following minimum amounts:

##### A. Flight Hours Experience

All airplanes	Flying hours
Total time	1500
Pilot-in-command total	1200
Pilot-in-command, as follows:	
Category and class to be flown	200
Fixed wing – preceding 12-months	100
Cross Country	500
Operations at low level in mountainous terrain*	200
Night	100
Instrument – in flight	50
Instrument – actual/simulated	75
Make & Model to be flown	25
Make & Model - preceding 12 months	10

\*Low level operations in low level mountainous terrain is flight at 2500 feet AGL and below in terrain identified as mountainous in 14 CFR 95.11 and depicted in the Aeronautical Information Manual (AIM) Figure 5-6-2.

- B. Each PIC shall, at the discretion of the CO, pass a Government evaluation ride (not to exceed 2-hours) in make and class. The flight evaluation check shall be in an aircraft supplied by the Contractor at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this clause.
- C. Contractor shall ensure that a pilot who is presented for **initial** carding meets all requirements of this section. The contractor shall verify all pilot hours submitted on form FS-5700-20 as determined from a certified pilot log or permanent record to ensure accuracy. Additionally, the contractor shall identify previous employers and submit the information on agency provided supplemental form. The information submitted is subject to verification by an Interagency Pilot Inspector.
- D. Mountain/Remote Airstrips: Pilots flying missions to Category 4 mountain/remote airstrips shall have successfully passed an evaluation ride given by a qualified Forest Service Pilot Inspector into a minimum of two typical mountain/remote airstrips and shall have a mountain/remote airstrip endorsement on their Interagency Airplane Pilot Qualification Card. Prior to dispatching a Pilot into a mountain/remote airstrip the designated Company Check Pilot or Contractor will brief the Pilot on the hazards associated with the airstrip and verify that the Pilot meets initial, recurrent and 12-month specific mountain/remote airstrip requirements. Individual National Forests may have specific requirements for a particular airstrip. The appropriate dispatch office should be contacted to obtain current airstrip information. Before dispatching an aircraft into a Category 4 airstrip, a Pilot shall meet special requirements and the mission shall be coordinated with the local Forest. See USDA Forest Service Airfield/Airstrip Directory website: [http://www.fs.fed.us/fire/aviation/av\\_library/AAD2000.pdf](http://www.fs.fed.us/fire/aviation/av_library/AAD2000.pdf)

Category 4 mountain/remote airstrips are restricted by the Forest Service to day VFR flight only. Use authorization shall be obtained from the appropriate dispatch office. Pilots shall have an endorsement on their Interagency Airplane Pilot Qualification Card and meet specific currency requirements in accordance with the **FS Airfield/Airstrip Directory**.

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The Contractor shall provide the CO a list of Category 4 mountain/remote airstrips for which each Pilot is authorized. Airstrips, which are approved for Forest Service use, are identified within the ***FS Airfield/Airstrip Directory***.

- D. The PIC shall be capable of performing basic programming functions and operations of Contractor installed aircraft avionics. This includes the ability to enter and utilize newly assigned frequencies and tones by selected channel positions. The PIC shall be able to instruct the Agency observer in how to perform basic programming and operation of VHF-AM and VHF-FM radios, and GPS.
- E. All Pilots shall possess a current Class I or Class II FAA medical certificate.
- F. All Pilots shall possess and carry a current Interagency Airplane Pilot Qualification Card or Point-to-Point Only Pilot Qualification Card, in accordance with the Schedule of Items.
- G. All Pilots shall speak English fluently.
- H. Two Pilots may be required on all aircraft engaged in IFR missions. Pilots in addition to the PIC shall meet the following requirements:
  - 1. Hold current FAA commercial pilot certificate.
  - 2. Have current FAA instrument rating.
  - 3. Have valid FAA multi-engine rating.
  - 4. Current 14 CFR Part 135 equipment check.

#### **C-12 Conduct and Replacement of Personnel**

- A. Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this Contract.
- B. Performance of Contract services may involve work and/or residence on Federal property. Contractor employees are expected to follow the rules of conduct established by the manager of such facilities that apply to all Government or non-Government personnel working or residing on such facilities. The Contractor may be required to replace employees who are found to be in noncompliance with Government facility rules of conduct.
- C. Personnel, who perform ineffectively, refuse to cooperate in the fulfillment of the Contract objectives, are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive may be required to be replaced at the Contractor's expense.
- D. The CO shall notify the Contractor of specifics of the unsatisfactory conduct and/or performance by the Contractor's personnel. The determination of unacceptability is at the sole discretion of the CO. When directed by the CO, the Contractor shall replace unacceptable personnel.

#### **C-13 Suspension and Revocation of Personnel**

- A. The CO may suspend a Contractor pilot who fails to follow safe operating practices, does ineffective work, or exhibits conduct detrimental to the purpose for which contracted, or is under suspension or revocation by another government agency.
- B. Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a Pilot operating under this contract shall be suspended from performing Pilot duties under this contract and any other activity authorized under the Interagency Pilot Qualification Card(s) issued to the Pilot pending the investigation outcome.

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- C. Upon involvement in an Incident with Potential as defined under mishaps, a Pilot operating under this contract may be suspended from performing Pilot duties under this contract and any other activity authorized under the Interagency Pilot Qualification Card(s) issued to the Pilot pending the incident investigation outcome.
- D. When a Contractor Pilot is suspended, and when requested, the Interagency Pilot Qualification Card(s) shall be surrendered to the CO. Suspension will continue until:
  - 1. The investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification Card(s) is returned to the Pilot.
  - OR**
  - 2. Revocation action to cancel the interagency pilot-authorization(s) is taken by the issuing agency in accordance with agency procedures.

#### **C-14 Substitution or Replacement of Personnel, Aircraft, and Equipment**

- A. The Contractor may substitute or replace aircraft or equipment equal to or greater than contract awarded performance after receipt of written approval by the CO.
- B. Request for substitution shall be made at least 10 (ten) days prior to the proposed exchange, except for unforeseen conditions.
- C. When Pilots are exchanged or replaced, training and familiarization costs, including any required flight time up to 3 (three) hours, shall be accomplished at the Contractor's expense. The CO will determine the necessary amount of flight time up to 3 hours. This is not intended to affect cross-shifting of Pilots that are familiar with the operating area or to affect approved relief Pilots.

#### **C-15 Relief Pilot**

The Contractor may be requested to furnish a relief crew to meet the days off requirement in accordance with the 'Flight Hour and Duty Limitations' clause. Payment will be made in accordance with the 'Transportation of Relief Pilot' clause. Approval to furnish relief crews and costs for transporting relief crews will be approved in advance by the CO. Approval will be noted on the payment invoice in the remarks section.

#### **C-16 Flight Hour and Duty Limitations**

All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight hour and duty time limitations. Commercial flight time to and from the Assigned Work Location as a flight crewmember (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes, but is not limited to: military flight time; charter; flight instruction; 14 CFR 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crew member is compensated; or any other flight time of a commercial nature whether compensated or not.

- A. Duty shall include flight time, ground duty of any kind, and standby or alert status at any location. This restriction does not include "on-call" status outside of any required rest or off-duty periods.
- B. Flight time shall not exceed a total of 8-hours per day.
- C. Pilots accumulating 36 hours of flight time in any 6 consecutive days or less shall be off duty the next day. Flight time shall not exceed a total of 42 hours in any 6 consecutive days. After any 1 full off-duty day, Pilots begin a new 6 consecutive day duty-period for the purposes of this clause, providing during any 14 consecutive day period, each pilot shall have two full days off-duty. Days off need not be consecutive.

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- D. Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. Within any 24-hour period, Pilots shall have a minimum of 10-consecutive hours off duty immediately prior to the beginning of any duty-day.
- E. Local travel up to a maximum of 30-minutes each way between the work site and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day. **Note:** *The above travel time in excess of 30 minutes is considered duty time but is not compensable under standby.*
- F. During times of prolonged heavy fire activity, the Government may issue a notice reducing the Pilot duty day/flight time and/or increasing off-duty days on a geographical or agency-wide basis.
- G. Two-Pilot crews flying point-to-point (airport to airport, etc.) shall be limited to 10 flight hours flight time in any duty day. (An aircraft that departs "Airport A," flies reconnaissance on a fire, and then flies to "Airport B," is not point-to-point).
- J. Pilots may be relieved from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.
- K. When Pilot acts as a mechanic, mechanic duties in excess of 2-hours will apply as flight hours on a one-to-one basis toward flight hour limitations.
- L. Pilots reporting for duty under this Contract shall furnish a record of all duty and all flight hours during the previous 14 days.

#### **C-17 Accident Prevention and Safety**

- A. The Contractor shall furnish the CO with a copy of all reports required to be submitted to the Federal Aviation Administration (FAA) in accordance with 14 CFR that relate to Pilot and maintenance personnel performance, aircraft airworthiness or operations.
- B. Following the occurrence of a mishap, the CO will evaluate whether noncompliance or violation of provisions of the contract, the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap.
- C. The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. When, in the sole judgment of the CO, the safety programs will not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the "Contract Terms and Conditions".  
  
Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.
- D. The Contractor shall fully cooperate with the CO in the fulfillment of this clause. The CO may suspend performance of this contract work, during the evaluation period used to determine cause as stated above.

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#### C-18 Mishaps

##### A. Reporting

The Contractor shall, by the most expeditious means available, notify the National Transportation Safety Board (NTSB) and the USDA-FS when an "Aircraft Accident" or NTSB reportable "Incident" occurs within any company operations, whether under the Contract or not. Also, the USDA-FS shall immediately be notified when an "Incident with Potential" occurs.

##### B. Forms Submission

1. Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "incident," the Contractor shall provide the USDA-FS with the information necessary to complete a NTSB Form 6120.1/2.
2. The NTSB Form 6120.1/2 does not replace the Contractor's responsibility, within 5-days of an event, to submit to the USDA-FS a "SAFECOM" to report any condition, observance, act, maintenance problem, or circumstance that has potential to cause an aviation-related mishap.
3. Blank SAFECOMS and assistance in submitting SAFECOMS can be obtained from the USDA-FS. SAFECOMS may be submitted electronically at [www.safecom.gov](http://www.safecom.gov)

##### C. Wreckage Preservation

1. The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, or records following an "Aircraft Accident", "Incident", or "Incident with Potential" which results in any damage to the aircraft or injury to personnel until authorized to do so by the CO. Exceptions are when threat-to-life or property exists; the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place.
2. The NTSB's release of the wreckage does not constitute a release by the CO, who shall maintain control of the wreckage and related equipment until all investigations are complete.

##### D. Investigation

The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this Contract. Further, the Contractor fully agrees to cooperate with the USDA-FS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USDA-FS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc) associated with the aircraft shall be readily available to the mishap investigation team.

##### E. Related Costs

The NTSB or USDA-FS shall determine their individual agency investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-Contract availability, and return transportation of any items disassembled by the USDA-FS.

##### F. Search, Rescue, and Salvage

The cost of search, rescue and salvage operations made necessary due to causes other than negligent acts of a Government employee shall be the responsibility of the Contractor.

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### C-19 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The minimum PPE for flights shall consist of natural fiber shirt; full length cotton long pants or Nomex® pants or flight suit; leather shoes or boots that fully cover the feet when in the seated position. Long sleeve shirts are recommended. During the course of work under this contract, Contractor personnel may be required to wear Agency provided additional or supplemental personal protective equipment when such equipment is mandated by the local user unit's policy.

### C-20 INSPECTION AND ACCEPTANCE

In accordance with Federal Acquisition Regulation Clause 52.212-4, Contract Terms and Conditions (Mar 2009) (a), the following is added:

#### A. Pre-Use Inspection of Equipment and Personnel

1. After award of the Contract and any renewal, an inspection of the Contractor's equipment and personnel will be made. Inspections will be performed during normal Government working hours at a location mutually agreed to by the Contractor and CO.
2. The aircraft and Pilot(s) will be made available for inspection as scheduled by the CO.
3. At the scheduled inspection, the Contractor shall provide a complete listing of all FAA ADs and Manufacturer's Mandatory Service Bulletins (MSBs) applicable to the make, model, and series of aircraft being offered. Documentation of compliance to each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9, as amended.
4. All components or items installed in the offered aircraft that are subject to specified time basis or schedule (time/calendar life) for inspection, overhaul, or replacement shall be listed and made available to the Government at time of inspection. The list shall include component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be similar to that shown in AC 43-9, as amended.
5. The Contractor may be required to furnish a copy of the procedures manual and revisions as required by 14 CFR 135 (as applicable).
6. The items described below shall be made available at the pre-use or renewal inspection:
  - a. Certificates/Contract
    - (1) Copy of 14 CFR 135 Operations Specifications (as applicable).
    - (2) Complete copy of awarded Contract, including modifications with each aircraft.
  - b. Pilot(s)
    - (1) Copy of completed Airplane Pilot Qualifications and Approval Record Form (FS-5700-20) and Pilot log books.
    - (2) Current copy of FAA Pilot certificate(s).

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- (3) Current copy of FAA Pilot medical certificate.
- (4) Current copy of Pilot 14 CFR 135 Airman Competency/Proficiency Check (FAA Form 8410-3).

OR

- (5) Current copy of Flight Review.

AND

Current copy (within the last 12 calendar months) of Equipment Check Endorsement [or comparable document (i.e. 14 CFR Part 51.58 Pilot Proficiency Check.)]

- (6) The Contractor shall ensure that each Pilot reviews the Contract and receives a briefing from a FS Pilot Inspector and signs the FS Aviation Operations Briefing: Fire Pre-Season Operations Guide for Fixed-Wing Pilots and Aircraft. Current signed briefings shall be in receipt of the CO prior to operating under the Contract and annually thereafter. Signed briefings will be maintained with the pilot approval records.
- (7) Each Pilot shall pass a flight evaluation every five years and/or at the discretion of the CO.

c. Equipment

- (1) Appropriate equipment installed, or available to be installed, on the aircraft for the flight evaluation.
- (2) Aircraft maintenance records.
- (3) A&P Mechanic available.
- (4) Additional Equipment as offered.

**C-21 Pre-Use Inspection Expenses**

- A. All operating expenses incidental to the inspection shall be borne by the Contractor.
- B. Pilot evaluation flights may require up to 2-hours of flight time for each Pilot as deemed necessary by the CO. All evaluation flights shall be performed in a carded aircraft of like make and model furnished for the contract.
- C. The Contractor will not be charged for the costs incurred by the Government on the initial pre-use inspection.

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#### C-22 Re-inspection Expenses

When re-inspection is necessary because Contractor equipment and/or personnel did not satisfy the initial inspection, or when inspecting substitute personnel and/or equipment subsequent to the initial pre-use inspection, the Contractor may be charged the actual costs incurred by the government in performing the re-inspection. Re-inspections will be performed at a time and location mutually agreed to by the Contractor and CO.

#### C-23 Inspections During Use

- A. At any time during the Contract period, the CO may require inspections/tests as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet specifications. Government costs incurred during these inspections will not be charged to the Contractor.
- B. Should the inspections/tests reveal deficiencies that require corrective action and subsequent re-inspection, the actual costs incurred by the Government may be charged to the Contractor.
- C. When the aircraft becomes unavailable due to mechanical breakdown, the Government reserves the right to inspect the aircraft after the Contractor's mechanic has approved the aircraft for return to service. For items covered under 14 CFR 135.415, the Contractor shall furnish the CO with a completed copy of FAA Form 8010-4, Malfunction or Defect Report.

#### C-24 Contract Period and Renewal Option

The contract period shall extend for 12 months from the date of award. However, at the option of the Government, the Contract may be renewed for additional one (1) year periods, not to exceed two (2) renewal periods, provided the CO serves notice of intent to renew at least 60-days prior to Contract expiration. The renewal will be with the same terms and conditions, subject to the rates offered in the option years. The fuel portion of the flight rate will be subject to the provisions of Section D, Economic Price Adjustment Contract Flight Rates.

#### C-25 Authorized Ordering Activities

The Region 3 Geographic Area Coordination Center (GACC) or forest dispatch office(s) is authorized to place orders under the Contract. **Contractors shall not accept orders from any other source.**

#### C-26 Ordering Procedures

- A. Orders for service will be placed with the Contractor as needed. Orders will be filled based on performance, cost and urgency. **Orders to the Contractor shall be issued in writing** and may include the following type of information:
  - 1. Order number
  - 2. Ordered aircraft by Contract Item and/or N-Number
  - 3. Date of flight
  - 4. Estimated time of departure
  - 5. The ordered duty hours, if applicable
  - 6. Flight point of origin
  - 7. Flight destination
  - 8. Passenger/cargo manifest
  - 9. Flight description
  - 10. Flight-following arrangements and agency radio frequencies
  - 11. Known flight hazards
  - 12. PPE requirements

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- B. The Government does not guarantee the placement of any orders for service under the Contract and the Contractor is not obligated to accept any orders. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

#### **C-27 Point of Hire**

Point of Hire shall be the Contractor's Principle Base of Operations as specified in Section B or the location of aircraft at time of hire.

#### **C-28 Assigned Work Location(s)**

The Assigned Work Location will be determined at the time the order for services is placed.

#### **C-29 Ordered Standby**

- A. Standby shall apply when aircraft and Pilots are ordered by the government and shall be paid at the rate specified in the Schedule of Items.
- B. The beginning of the standby period will be set by the Government Representative and may be adjusted from day-to-day.
- C. Ordered standby will not exceed the Pilot's duty day.
- D. Ordered Standby will be recorded in hours and minutes.
- E. When required to remain overnight at locations other than the Principle Base of Operation, ordered standby will be based on a minimum of a 9 hour day.
- F. Ordered Standby will not be paid:
  - 1. During actual flight hours;
  - 2. Anytime aircraft and/or Pilot(s) are unavailable; or
  - 3. When required to remain overnight at locations other than the Principle Base of Operations, before 0900 or after 1800 local time, unless specifically ordered.

#### **C-30 Payment Procedures**

- A. All flight time, ordered standby, and other authorized charges or deductions shall be recorded on the Flight Use Report in the Aviation Business System (ABS). At the end of each day, data shall be entered and reviewed by the Government and the Contractor's Representative.
- B. Approved invoices will be packaged electronically for payment on a semi-monthly basis for submission through the ABS process and electronically forwarded to the Contractor for review and approval. Corrections shall be returned electronically to the designated government representative for resolution. Upon approval, the package will be electronically forwarded to the Albuquerque Service Center (ASC) for payment. Invoices accumulated during the first half of the month will be processed for payment about the 15<sup>th</sup> and those accumulated during the last of the month will be processed about the 1<sup>st</sup> of the following month.

Go to <http://www.fs.fed.us/business/abs> "Getting Started" for instructions and more information.

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#### **C-31 Payment for Flight**

- A. Payment for flight time will be made only when flight is properly ordered by designated personnel. Payment will be made based upon the applicable rate specified in the Schedule of Items.

Unless otherwise agreed upon, ordered flights will originate and/or terminate at the Contractor's Principal base of Operations specified in the Schedule of Items.

- B. Flight time will be measured in hours and tenths and will be made by a flight hour meter (Hobbs) that runs only when aircraft is in flight. In the event that the flight hour meter malfunctions during flight, the elapsed time method using clock time will be used. Clock time measured in hours and minutes commences when the aircraft starts its' take-off roll and ends when the aircraft has finished taxiing to parking.

#### **C-32 Payment for Cancelled, Delayed or Short Duration Flight.**

- A. If the Government cancels an ordered flight less than 24-hours prior to the scheduled departure time, the Government shall pay a sum equal to 1-hour flight time unless the flight is reordered and flown during the date initially requested.
- B. If a flight is delayed by the Government, Ordered Standby will be paid.
- C. No payment will be made under this clause when the delay or cancellation is the result of weather.
- D. Flight(s) of less than one hour duration during a day shall be paid at a sum equal to the actual flight hours or a minimum of one hour flight time, whichever is greater.

#### **C-33 Transportation of Relief Pilot(s) and Additional Pilot Costs**

- A. Reasonable cost(s), as determined by the CO, of transporting a relief Pilot to and from the Assigned Work Location will be paid by the Government. Supporting itemized paid receipts and other documents used to verify incurred costs; i.e., itineraries supporting round trips, names of travelers, etc., will be provided to the CO, upon request.

This reimbursement is not applicable to the primary pilot. Salary costs for the contractor personnel while in travel status is not a cost for which the Government will reimburse the Contractor.

- B. Additional Pilot Rate is applicable whenever an Additional Pilot is **ordered** by the Government and will be paid in addition to the flight hour rate and applicable standby rate.

#### **C-34 Payment for Substitute or Replacement Aircraft**

Substitute aircraft shall be furnished at the same rate(s) as the aircraft being replaced, and may be used to the extent of its capabilities.

#### **C-35 Additional Aircraft after Contract Award**

After Contract award, aircraft with equal performance may be added at the same rate as aircraft originally awarded. All other aircraft may be added at the CO's option.



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#### C-36 Food and Drink

During days of high incident activity when the Government deems it necessary to provide food and drink refreshments to flight crews for sustained operations, the Government will furnish such items at Government expense.

#### C-37 Miscellaneous Costs to the Contractor

Miscellaneous, unforeseen costs incurred by the Contractor while performing under the terms of the Contract may be reimbursed at actual cost when approved by the CO. Examples of such items are airport landing fees, airport use costs (tie-downs), and rental car use if Government transportation is not available. Rental car expenditure shall be authorized prior to commitment and documented on the Flight Use report accordingly. Supporting itemized paid receipts will be provided to the CO, upon request. Claims for reimbursement shall be documented on the Flight Use Report at the time incurred.

#### C-38 Payment for Overnight Allowance

- A. The Contractor shall receive an overnight allowance for each Pilot for each night that the Government requests the Pilot to stay at a location other than the Principle Base of Operations. The Government will pay the Contractor an amount equal to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the Federal Travel Regulations (FTR). Rates are available at: [www.policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml](http://www.policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml).
- B. Overnight allowance will not be paid when the aircraft is assigned to its Principle Base of Operations.
- C. If partial overnight allowance is provided by the Government, the Contractor will be reimbursed at current FTR rates for the portion that is Contractor provided.
- D. The appropriate rate for meals and incidental expenses will be paid unless the Government makes three meals available to the Contractor.
- E. The Contractor's lodging will be paid only when lodging is not furnished by the Government. If the Contractor elects to not utilize Government provided lodging, there is no reimbursement for lodging or transportation costs incurred by the Contractor. When the FTR rate changes, the change in overnight allowance to the Contractor will become effective on the effective date of the FTR change.
- F. The Flight Use Report shall clearly show the **county or city** where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.
- G. In the event that FTR rate(s) are not available, the Government shall be notified and the Flight Use Report documented accordingly.

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### C-39 DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

Additional Personnel. Additional personnel specifically ordered by the CO where it is to the Government's advantage to have additional availability of the aircraft (not to be confused with a relief Pilot furnished by Contractor to replace primary Pilot).

Air Tactical. Special mission flights above 500 feet AGL involving the aerial airspace management and use of aviation resources.

Aircraft Accident. An occurrence associated with the operation of an aircraft, which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.

Aircraft Incident. An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

Aircraft Make and Model. A specific make and basic model of aircraft, including modification; e.g., a Cessna 206

Aircraft Make, Model, and Series. A specific make, model, and series of aircraft including modification (e.g., a Cessna 310 is not the same make, model, and series as a Cessna 337).

Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

Alert Status. A status subject to flight and duty limitations, in which the Contractor has 1 hour to return to standby if ordered by the CO to do so.

Assigned Work Location. A location other than the Principle Base of Operations, established to permit operation from vicinity of a project area.

Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

Call-When-Needed. A term used to identify the furnishing of services on an "as needed basis" or "intermittent use" in government procurement contracts. There is no guarantee the Government will place any orders and the Contractor is not obligated to accept any orders. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

Cargo. Any item that is not an occupant or part of the aircraft carried by the aircraft.

Civil Twilight. Begins in the morning, and ends in the evening when the center of the sun is geometrically 6° below the horizon.

Clock time. Commences when an aircraft starts its take-off roll and ends when the aircraft has finished taxiing to parking.

Contractor. An operator being paid by the Government for services.

Crew Member. A person assigned to perform duties in an aircraft during flight time.

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Cruising Speed, Service Ceiling, and Cruising Range. Shall be the same as applied by the CAB and FAA, United States Department of Transportation and the aircraft manufacturer.

Empty Weight. The last weight and moment entry on the aircraft weight and balance record. Empty weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 36-calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which affects the center of gravity of the aircraft.

Equipped Weight. Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) **plus** the weight of lubricants and onboard equipment required by contract (i.e., survival kit).

The aircraft contracted equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 36-calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which affects the center of gravity of the aircraft.

Fatal Injury. Any injury, which results in death within 30-days of the accident.

Federal Aviation Regulations. Rules and regulations contained in Title 14 of the Code of Federal Regulations.

Ferry Flight. Movement of the airplane under its own power from point-to-point without passenger(s) or cargo.

Fire Reconnaissance. Special mission flights above 500 feet AGL involving the detection of fires.

Flight Crew. Those Contractor personnel required by the Federal Aviation Administration to operate the aircraft safely while performing under contract to the Government.

Flight Manager. Designated Government Representative for all passengers on a flight.

Fully Operational. Aircraft, Pilot(s), other personnel, repairs, operating supplies, service facilities, and incidentals necessary for the safe operation of the aircraft both on the ground and in the air.

Fully Rated Capacity. The number of passenger seats or pounds of cargo load authorized in the applicable Type Certificate Data Sheet.

Gross Weight. The loaded weight of an aircraft. Gross weight includes the total weight of the aircraft, the weight of the fuel and oil, and the weight of the entire load it is carrying.

Ground Mishap, Aircraft. An aircraft mishap in which there is no intent to fly; however, the power plants and/or rotors are in operation and damage incurred requiring replacement or repair of rotors, propellers, wheels, tires, wing tips, flaps, etc., or an injury is incurred requiring first aid or medical attention.

Hazard. Any condition, act or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

Incident. An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate serious potential for substantial damage or injury.

Instrument Flight Rules (IFR). As defined in 14 CFR 91.

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Internal Cargo Compartments. An area within the airplane specifically designed to carry cargo.

Law Enforcement. Those duties carried out by agency personnel together with personnel from cooperating agencies, to enforce various Federal laws applicable to trespass (those activities relating to timber, grazing, fire, occupancy and others). Other activities can include those that are illegal under the antiquities acts and the manufacturing, production, and trafficking of substances in violation of the Controlled Substances Act (16 U.S.C. 559b-f)) and other illegal activities occurring on agency jurisdictional lands. Specific law enforcement activities can include surveillance (visual, infrared, or photographic), transportation of law enforcement personnel and persons in custody and transportation of property (both internally and externally).

Life-Threatening. A situation or occurrence of a serious nature, developing suddenly and unexpectedly and demanding immediate action to prevent loss of life.

Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

Maximum Certificated Gross Weight: Maximum certificated gross weight is the absolute maximum allowable weight (crew, passengers, fuel, oil, fluids, cargo, and special equipment) as established by the manufacturer and approved by the Federal Aviation Administration.

Medical Attention. An injury, less than serious, for which a physician prescribes medical treatment and makes a charge for this service.

Mission Use. The use of an aircraft that in-itself constitutes discharge of official Forest Service responsibilities. Mission flights may be either routine or emergency, and may include such activities as lead plane, smokejumper/Para cargo, aerial photography, mobilization/demobilization of emergency support resources, reconnaissance, survey, and project support. Mission flights do not include official travel to make speeches, attend conferences or meetings, or make routine site visits.

Mishap, Aviation. Mishaps include aircraft accidents, incidents-with-potential, aircraft incidents, and aircraft maintenance deficiencies.

Mountain Flying. Conducting flight operations that require special techniques including take offs and landings at locations with 5,000 feet above sea level or greater pressure altitudes, at temperature ranges above 75 degrees F, and or limited and unimproved airstrips.

Night Operations. For ordered flight missions that are performed under the contract, night shall mean: 30 minutes after official sunset to 30 minutes before official sunrise, based on local time of appropriate sunrise/sunset tables nearest to the planned destination.

Occupant: Any crew or passenger that is aboard an aircraft.

Operating Agency. An executive agency or any entity thereof using agency aircraft, which it does not own.

Operational Control. The condition existing when an entity exercises authority over initiating, conducting or terminating a flight.

Operator. Any person who causes or authorizes the operation of an aircraft, such as the owner, lessee, or bailee of an aircraft.

Passenger. Any person aboard an aircraft who does not perform the function of a flight crewmember.

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Passenger Seating Capacity. Number of passenger seats excluding Pilot(s).

Pilot-In-Command (PIC). The Pilot responsible for the operation and safety of the aircraft during the time defined as flight time.

Point-to-Point. Aircraft operations between any two geographic locations operationally suitable for take off and landing (airport to airport). A flight to a designated or defined backcountry airstrip does not constitute a point to point flight.

Precautionary Landing. A landing necessitated by apparent impending failure of engines, systems, or components, which makes continued flight inadvisable.

Resource Reconnaissance. Special mission flights above 500 feet AGL involving observation and fact-finding reconnaissance, i.e. wildlife monitoring, snow surveys, search and rescue, timber and range surveys, insect and disease surveys, law enforcement, and aerial photography.

SAFECOM. Used to report any condition, observance, act, maintenance problem, or circumstance, which has potential to cause an aviation related mishap. The purpose of the SAFECOM form is not intended to be punitive in nature. It will be used to disseminate safety information to aviation managers, and also to aid in accident prevention by trend monitoring and tracking. See [www.safecom.gov](http://www.safecom.gov)

Serious Injury. Any injury which: (1) requires hospitalization for more than 48-hours, commencing within 7-days from the date the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes or nose); (3) causes severe hemorrhages, nerve, muscle or tendon damage; (4) involves any internal organ; or; (5) involves second or third-degree burns, or any burns affecting more than 5% of the body surface.

Special Mission Aircraft. Aircraft approved for other than point to point only missions. Transportation is limited to personnel required to carry out the special mission of the aircraft.

Special Missions. Aviation resource mission in direct support of incidents, i.e., air tactical, fire reconnaissance, resource reconnaissance, all-risk, and other missions requiring special training and/or equipment.

Substantial Damage. Any damage or failure which adversely affects the structural strength, performance or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or rotor or propeller blades and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wing tips are not considered "substantial damage" for the purpose of this part.

Useful Load. The maximum allowable weight (passengers and/or cargo) that can be carried in any one mission.

Visual Flight Rules (VFR). As defined in 14 CFR Part 91.

## SECTION C

### DESCRIPTION/SPECIFICATIONS/EXHIBITS

#### C-40 Abbreviations

A&P	Airframe & Powerplant (Mechanic)
AC	Advisory Circular
ACCO	Air Carrier/Commercial Operator
AD	Airworthiness Directive
AFF	Automated Flight Following
AMD	Aviation Management Directorate (formerly OAS)
AMI	Aviation Maintenance Inspector
ASP	Aviation Safety Plan
ATC	Air Traffic Control
CAB	Civil Aeronautics Board
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CWN	Call-when-Needed (Contract)
DOI	Department of the Interior
DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EPA	Environmental Protection Agency
ETA	Estimated Time of Arrival
FAA	Federal Aviation Administration
FAO	Forest Aviation Officer
FAR	Federal Acquisition Regulations
FHP	Forest Health Protection
FPMR	Federal Property Management Regulations
FS	Forest Service
FSS	Flight Service Station
GACC	Geographic Area Coordination Center
GPM	Gallons-Per-Minute
GPS	Global Positioning System
ICAO	International Civil Aviation Organization
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
ISA	International Standard Atmosphere
M&IE	Meals and Incidental Expenses
MEL	Minimum Equipment List
MSL	Mean Sea Level
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen
PA	Public Address System
PASP	Project Aviation Safety Plan
PIC	Pilot-in-Command
PPE	Personal Protective Equipment
PTT	Push-To-Talk
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager
RON	Remain-Over-Night
SIC	Second-in-Command/Co-Pilot
STC	Supplemental Type Certificate
TBO	Time Between Overhaul

**SECTION C**  
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TCAS	Traffic Collision Avoidance System
TFR	Temporary Flight Restriction
USDA-FS	United States Department of Agriculture-Forest Service
VFR	Visual Flight Rules
V <sub>NE</sub>	Velocity Never Exceed
V <sub>SO</sub>	Stall Speed in a landing configuration
VSWR	Voltage Standing Wave Ratio

## SECTION C DESCRIPTION/SPECIFICATIONS/EXHIBITS

### C-41 Wage Determination

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor  /s/William W. Gross		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210	
WILLIAM W. GROSS Director	Division of Wage Determinations	Wage Determination No:	1995-0222
		Revision No:	26
		Date of Last Revision:	05/29/2008

Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

\*\* Fringe Benefits Required Follow the Occupational Listing \*\*

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

<b>OCCUPATION TITLE CODE</b>		<b>MINIMUM WAGE RATE</b>
31010	Airplane Pilot	23.62
(not set)	First Officer (Co-Pilot)	21.51
(not set)	Aerial Photographer	11.80

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-727, DC-8, AND THE DC-9.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS.

HEALTH & WELFARE \$3.24 an hour or \$129.60 a week or \$561.60 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year; New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a Contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.37 per hour, or \$54.80 per week, or \$237.47 per month hour for all employees on whose behalf the Contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.01 per hour.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as lacerations of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like, minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.



## SECTION C DESCRIPTION/SPECIFICATIONS/EXHIBITS

### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of the Contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The Contractor or Subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all Contractors and Subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the Contractor, by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determination On-Line (WDOL) Web site at: <http://wdol.gov/>.

### REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE [Standard Form 1444 (SF 1444)]

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the Contractor so as to provide a reasonable relationship (i.e., appropriated level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the Contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi). When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class (es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the Contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the Contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job descriptions(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the Contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the Contractor.
- 6) The Contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in and established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

### \*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

## SECTION C

### DESCRIPTION/SPECIFICATIONS/EXHIBITS

#### **Aerial Photographer**

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

#### **First Officer (Co-Pilot)**

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane, monitoring flight and engine instruments, and maintaining air-to-ground communications.

### **C-42 PERFORMANCE BY GOVERNMENT-FURNISHED PILOT**

#### **A. General**

1. The following provisions shall apply to the performance of work under the contract, on an intermittent and short term basis, when the utilization of a qualified Government Pilot is authorized by the Contractor. All other provisions not expressly changed herein continue to apply.
2. Qualified Government Pilots may operate Contractor aircraft on a case by case basis, upon written approval of the Regional Aviation Officer (RAO) and the CO.
3. Government Pilot operations will be in compliance with the USDA Forest Service Manual (FSM) 5700 and Title 14, Part 91 of the CFR, including those portions that apply to civil aircraft except as noted in the agency manuals.
4. Appropriate records to establish the qualifications and experience of the Government Pilot will be furnished to the Contractor upon request.
5. The Contractor may conduct check rides and/or training of Government Pilots for familiarization in the Contractor's aircraft. The cost of check rides and flight training, if required, will be borne by the Government.
6. Approval of a Government Pilot to perform work under the contract rests solely with the Contractor.
7. The Loss, Damage, or Destruction clause, is applicable to this contract when the Contractor authorizes performance by a Government Pilot.
8. The payment provisions of the contract remain unchanged.
9. Shall not function as Contractor's scheduled relief Pilot.

#### **B. Loss, Damage, or Destruction**

1. The Contractor shall indemnify and hold the Government harmless from any and all losses or damage to the aircraft furnished under this contract except as provided in (d) below. For the purpose of fulfilling his obligation under this clause, the Contractor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance acceptable to the CO. The Contractor's insurance coverage shall apply to Pilots furnished by the Government to operate the aircraft. The parties named insured under the policies shall be the Contractor and the United States of America. The Contractor may request a list of Government Pilots by name and qualification who are potential Pilots.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

2. Prior to the commencement of work hereunder, the Contractor shall furnish the CO a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.
3. Each policy or certificate evidencing the insurance shall contain an endorsement that provides that the insurance company will notify the CO 30 days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Office, the policy, and the insured.
4. If the aircraft is damaged or destroyed while in the custody and control of the Government, the Government will reimburse the Contractor for the deductible (if any) stipulated in the insurance coverage as follows:
  - a. In-Motion Accidents - Up to 5 percent of the current insured value of the aircraft stated in the policy.
  - b. Not In-Motion Accidents - Up to \$250.00 per accident. Such reimbursement shall not be made, however, for loss or damage to the aircraft resulting from (1) normal wear and tear, (2) negligence or fault in maintenance of the aircraft by the Contractor, or (3) defect in construction of the aircraft or a component thereof.
5. If damage to the aircraft is established to be the fault of the Government, rental payments to the Contractor during the repair period will be made as set forth elsewhere in the contract. The Government may, at its option, make necessary repairs or return the aircraft to the Contractor for repair. In the event the aircraft is lost, destroyed, or damaged so extensively as to be beyond repair, no rental payment will be made to the Contractor thereafter.
6. Any failure to agree as to the responsibility of the Contractor under this clause shall, after a final finding and determination by the CO, be considered a dispute within the meaning of the "Disputes" clause of this contract.

## SECTION D CONTRACT CLAUSES

### D-1 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (FAR 52.212-5) (Sep 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

\_\_\_ (5) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

\_\_\_ (6) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (7) [Reserved]

X (8)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-6](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-6](#).

\_\_\_ (9)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_\_\_ (10) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (11)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).

\_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).

X (12) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_\_\_ (13) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_ (14)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).

\_\_\_ (15) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (16) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (17) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

\_\_\_ (18) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_\_\_ (19) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (20) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).

\_\_\_ (21) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

X (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

## SECTION D CONTRACT CLAUSES

- ☒ (23) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([3 U.S.C. 4212](#)).
- ☒ (24) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- ☒ (25) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- ☐ (26) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ☐ (28)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- ☐ (30)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ☐ (ii) Alternate I (Dec 2007) of [52.223-16](#).
- ☐ (31) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ☐ (32)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ☐ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ☐ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ☐ (33) [52.225-5](#), Trade Agreements (Aug 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ☒ (34) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (35) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ☐ (36) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ☐ (37) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ☐ (38) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ☒ (39) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- ☐ (40) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ☐ (41) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).
- ☐ (42) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ☐ (43)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ☐ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ☒ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ☒ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ☒ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ☐ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ☐ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ☐ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).



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\_\_\_ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(vii) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## SECTION D CONTRACT CLAUSES

### D-2 Economic Price Adjustment Contract Flight Rates

#### FUEL PORTION OF FLIGHT RATES

During the contract periods, including renewals, flight rates will be adjusted to reflect increases and decreases in the prices of aviation fuel.

The price of aviation fuel is established in the Schedule of Items. The prices are based on the average fuel price commercially available in the states of New Mexico and Arizona. The average of the fuel prices are derived from the following website: <http://www.airnav.com/fuel/>.

A fuel survey will be conducted approximately February 16<sup>th</sup> and July 16<sup>th</sup> of each contract period. An adjustment will only be made to the fuel portion of the flight rate if the variation is \$0.10 or more per gallon from the price established in the previous adjustment.

The option year flight rate will be adjusted at time of renewal to reflect changes in fuel prices from the last fuel survey and the fuel rates established in the Schedule of Items (See Section B, Fuel Price Basis) if the variation is \$0.10 or more per gallon.

The flight rate will be adjusted by the difference between the current average and the base fuel prices multiplied by the hourly fuel consumption rate of the aircraft.

### D-3 Property and Personal Damage

- A. The Contractor shall use every precaution necessary to prevent damage to public and private property.
- B. The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.
- C. The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft and General Public Liability Insurance in accordance with 14 CFR 205. The parties named insured under the policy or policies shall be the **CONTRACTOR and THE UNITED STATES OF AMERICA**.
- D. The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the combined minimums required.
- E. Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.
- F. Prior to the commencement of work, the Contractor shall provide the CO with one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

### D-3 Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 2000)

- A. The Government may extend the term of the Contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

## SECTION D CONTRACT CLAUSES

- B. If the Government exercises this option, the extended contract will be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed one (1) base year and two (2) renewal option periods.

### **D-5 Statement of Equivalent Rates for Federal Hires (FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, an amended, and the regulations of the Secretary of Labor (29 CFR Par 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This statement is for information only: It is not a wage determination.

Employee	Class	Wage
Aircraft Pilot	GS-12	\$32.13
Aircraft Co-Pilot	GS-11	\$26.80
Aircraft Mechanic-Journeyman	GS-11	\$26.80
Aircraft Mechanic – Junior	GS-9	\$22.15
Aircraft Mechanic – Helper	GS-6	\$16.30
Service Truck Driver	GS-5	\$14.62

### **D-6 Federal Excise Tax**

- A. Federal Airport and Airway Excise Taxes (Public Law 97-248) (supercedes Clause FAR 52.229-3) – Public Law 97-248 imposes an excise tax on aviation in one of two ways:
1. as a fuel tax; or
  2. as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated takeoff weight in excess of 6,000 pounds.
- B. The fuel tax will be paid when:
1. the aircraft's maximum certified weight is 6,000 pounds; or
  2. the aircraft is operating from a non-federally funded airport (Airport & Airway Development Act of 1970).

The flight rate stated in the Schedule shall include the cost of the fuel tax.

- C. The transportation tax shall be paid when the aircraft's maximum certified weight is greater than 6,000 pounds. The transportation tax is 7.5 percent of all revenues for transporting passengers [26 USC 4261(a)]. The transportation tax is 6.25 percent for transporting property (cargo) [26 USC 4271(a)]. Revenue includes availability, flight, standby, and overnight allowances.



**SECTION D**  
**CONTRACT CLAUSES**

- E. Domestic-segment tax applies to Transportation of persons by air. The domestic-segment tax is a flat dollar amount for each segment of taxable transportation for which an amount is paid. The segment tax applies to each person carried on a flight; however it does not include the PIC and Co-Pilot. [If a segment is to or from a rural airport, the domestic-segment tax does not apply. An airport is a rural airport for a calendar year if it satisfies both the following requirements: (1) Fewer than 100,000 commercial passengers departed from the airport during the second preceding calendar year. (2) The airport is not located within 75-miles of another airport from which 100,000 or more commercial passengers departed during the second preceding calendar year, or were receiving essential air service subsidies as of August 5, 1997. See Revenue Procedure 98-18, 1998-6 I.R.B. 20, contains a list of rural airports.] A segment is a single takeoff and a single landing. The domestic-segment tax is as follows:

Time Period	Tax
2009	\$3.60

The domestic-segment tax will be adjusted for inflation.

The Contractor shall transfer the full amount of transportation tax paid by the Government, as reflected on the Flight Use Report, to the Internal Revenue Service (IRS). The Contractor is responsible for obtaining any credits for fuel tax from the IRS.

## SECTION E SOLICITATION PROVISIONS

### E-1 INSTRUCTIONS TO OFFEROR-COMMERCIAL ITEMS (FAR 52.212-1) (Jun 2008) (TAILORED/ADDENDA)

As part of the above referenced FAR Provision, it is important to note that significant to (j) Data Universal Numbering System (DUNS) Number and (k) Central Contractor Registration, the requirement for information is relevant to this solicitation. (See [www.acquisition.gov](http://www.acquisition.gov) for full text reference.)

- (b) **Submission of offers.** Your offer shall consist of the following:
  - (1) Standard Form 1449, Solicitation/Contract/Order for Commercial Items, with blocks 17, and 30 completed by you.
  - (2) Section B - Schedule of Items, Requirements and Prices with your proposed prices inserted in the appropriate spaces.
  - (3) Section E, Offeror Representations and Certifications – Commercial Items (FAR 52.212-3), completed by you or electronically in accordance with the clause.
  - (4) Acknowledgment of Solicitation Amendments (if any).
  - (5) Include information identified in E-2. The Offeror's past experience verify that points of contact, telephone, and facsimile numbers are valid.
  - (6) **No facsimile (FAX) offers will be accepted**
  - (7) Please contact the Contracting Officer by telephone or in writing (facsimile) if you do not understand any part of these instructions.
- (g) **Contract Award. We intend to evaluate offers and award a contract without discussions with Offerors.** Therefore, your initial offer should contain your best terms from a price and technical standpoint. However, we reserve the right to conduct discussions if later determined by the Contracting Officer to be necessary. We may reject any or all offers if such action is in the public interest, accept other than the lowest priced offer; and waive informalities and minor irregularities in offers received.
- (m) Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order within the technical specifications: (i) Typed provisions of these specification/exhibits; (ii) FS supplements and/or exhibits incorporated by reference; (iii) 14 CFR incorporated by reference; (iv) aircraft manufacturer's specifications; (v) other documents incorporated by reference.

### E-2 EVALUATION-COMMERCIAL ITEMS (FAR 52.212-2) (Jan 1999) (TAILORED)

The Government will award multiple contracts resulting from this solicitation to those responsible Offeror whose offer conforming to the solicitation represents the best value to us on the basis of:

- (a) **Merits of Its Offer.** We will determine the merits of each offer on the basis of (1) its acceptability, (2) the Proposed Aircraft, and (3) its proposed price-
  - (1) **Acceptability.** We will determine the acceptability of each offer on a pass or fail basis. We will consider an offer to be acceptable when it manifests the Offeror's agreement, without exception (except as otherwise permitted in the aircraft questionnaire) or imposition of condition to the terms and conditions of this RFQ, including attachments and documents incorporated by reference. We reserve the right to change the terms and conditions of this RFQ by amendment at any time prior to award.
  - (2) **Proposed Aircraft.** We will evaluate the identified aircraft of each acceptable offer to determine to what extent the aircraft that you propose for use will meet or exceed the stated performance requirements of the aircraft requirements listed in Section B and identified on the form. Minimum (mandatory) aircraft requirements will be evaluated on a pass/fail basis.

## SECTION E SOLICITATION PROVISIONS

- (3) Price. We will evaluate the proposed price of each acceptable offer for reasonableness in accordance with the Federal Acquisition Regulations (FAR) and paragraph (c), below.
- (b) **Capability of the Offeror.** We will evaluate your capability on the basis of (1) your organizational experience and (2) your past performance.
  - (1) Organizational Experience. Experience is the opportunity to learn by doing. Your experience is relevant when you have been confronted with the kinds of challenges that will confront you under the contract contemplated by this RFQ. We will assess your relevant experience on the basis of its breadth, and its depth.
  - (2) Organizational Past Performance. Past performance is a measure of the degree to which you have satisfied your customers in the past, and complied with Federal, state, and local laws and regulations. Our assessment of your past performance will be subjective, and based mainly on your reputation with your customers and others. We will contact some of your customers to ask whether or not they believe:
    - (i) that you were capable, efficient, and effective;
    - (ii) that your performance conformed to the terms and conditions of your contract;
    - (iii) that you were reasonable and cooperative during performance; and
    - (iv) that you were committed to customer satisfaction. When assessing your past performance we may contact other sources of information, including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic databases.
- (c) **Basis of Award.** The Government will award a contract for each item to the Offeror(s) whose proposal represents the best value when considering price, experience, safety record, organizational past performance, and equipment.
- (d) **Notice of Award.** A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offeror's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award from the Offeror.

## SECTION E SOLICITATION PROVISIONS

### E-3 Offeror Representations and Certifications-Commercial Items (FAR 52.212-3) (Aug 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;